



**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**

**RFx 3000006668: KAYAK CHEWING TOBACCO**

**Bidder:**

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**BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT:**

FAX QUOTATIONS MAY BE SUBMITTED EITHER:

VIA FAX TO: (225) 342-9756

OR

DELIVERED BY HAND OR COURIER SERVICE TO:

OFFICE OF STATE PROCUREMENT  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

OR

MAILED THROUGH THE U.S. POSTAL SERVICE TO:

OFFICE OF STATE PROCUREMENT  
PO BOX 94095  
BATON ROUGE, LA 70804-9095

IN ORDER FOR YOUR FAX QUOTATION TO BE CONSIDERED, IT MUST BE RECEIVED NO LATER THAN THE OPENING DATE AND TIME SHOWN ON THE FIRST PAGE OF THIS SOLICITATION.

IF YOUR FAX QUOTATION IS SUBMITTED VIA FAX, THE DATE AND TIME MARKED BY THE RECEIVING FAX MACHINE WILL BE THE OFFICIAL FAX QUOTATION RECEIPT TIME. FAX QUOTATIONS SUBMITTED BY HAND OR COURIER DELIVERY OR MAILED TO THE OFFICE OF STATE PROCUREMENT WILL BE TIME-STAMPED.

VENDOR IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS FAX QUOTATION. FAILURE TO MEET THE FAX QUOTATION OPENING DATE AND TIME SHALL RESULT IN REJECTION OF THE FAX QUOTATION.

**\*\*ATTENTION: \*\***

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE NOTIFICATIONS OF FUTURE

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**

**RFx 3000006668: KAYAK CHEWING TOBACCO**

SOLICITATIONS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY IN LAGOV AT THE FOLLOWING WEBSITE:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

ENROLLMENT IN LAGOV PROVIDES LAPAC EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

**TERMS AND CONDITIONS:** THIS SOLICITATION CONTAINS ALL THE TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

**VENDOR'S FORMS:** THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

**ACCEPTANCE:** UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

**CANCELLATION:** THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

**INVOICES:** INVOICE WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY, AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE / RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT, AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

**PAYMENT:** PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

**CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT:** CERTIFICATION OF NO SUSPENSION OR DEBARMENT: BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF

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MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.SAM.GOV](http://www.sam.gov).

**LACARTE PROCUREMENT CARD:**

IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE OF THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

**LACARTE**

THE LACARTE PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE SERVICES PERFORMED.

FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:

- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.

- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

**EVP**

EVP METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS****RFx 3000006668: KAYAK CHEWING TOBACCO**

EFT

EFT PAYMENTS ARE SENT FROM THE STATE'S BANK DIRECTLY TO THE PAYEE'S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE AT [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/OSRAP/EFTFORWEBSITE.PDF). TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT <http://www.doa.louisiana.gov/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF> AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/OSRAP/EFTFORWEBSITE.PDF).

| PAYMENT TYPE | WILL ACCEPT | ALREADY ENROLLED |
|--------------|-------------|------------------|
| LACARTE      | _____       | _____            |
| EFT          | _____       | _____            |

\_\_\_\_\_  
PRINTED NAME OF INDIVIDUAL AUTHORIZED

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL

**PREFERENCE:**

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_

SPECIFY LINE NUMBER (S): \_\_\_\_\_

\_\_\_\_\_  
SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED:

\_\_\_\_\_

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**

**RFx 3000006668: KAYAK CHEWING TOBACCO**

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES\_\_\_\_\_NO\_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES\_\_\_\_\_NO\_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

**PROCUREMENT OF UNITED STATES PRODUCTS:**

IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

- (1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.
- (2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.
- (3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.
- (4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

- (1) “MANUFACTURED IN THE UNITED STATES” MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.
- (2) “UNITED STATES” MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? \_\_\_\_\_YES

SPECIFY LINE

NUMBER(S):\_\_\_\_\_

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**

**RFx 3000006668: KAYAK CHEWING TOBACCO**

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SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED:

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(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

**SUFFICIENT INFORMATION:**

SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

\*\*\* FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

**CONTRACT PERIOD**

THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING DATE OF AWARD AND ENDING DECEMBER 31, 2016.

**RENEWAL OPTION:**

AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

**DELIVERY:**

ITEMS ARE TO BE CALLED FOR AS NEEDED BY THE AGENCY. DO NOT SHIP ITEMS UNTIL CALLED FOR. DELIVERIES ACCEPTED MONDAY THRU FRIDAY, 7:00 AM TO 2:00 PM, EXCEPT HOLIDAYS.

PACKING SLIP / INVOICE MUST ACCOMPANY EACH SHIPMENT.

ITEMS ARE TO BE PACKAGED SO AS TO NOT BE DAMAGED IN ANY WAY. AGENCY WILL NOT ACCEPT DAMAGED GOODS OR FOOD ITEMS THAT ARE EXPIRED OR CLOSE TO EXPIRATION.

IF THE VENDOR FAILS TO MAKE DELIVERY WITHIN THE TIME SPECIFIED ON THE PURCHASE ORDER, OR IF THE DELIVERY IS LATE OR UNSATISFACTORY, THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THE ORDER AND PURCHASE IT ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR MAKING THE ORIGINAL LATE OR UNSATISFACTORY DELIVERY.

**QUANTITIES:**

THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT AT THE UNIT PRICE AND TERMS STATED IN THE BID. VENDORS ARE NOT REQUIRED TO INVENTORY CONTRACT AMOUNT.

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS****RFx 3000006668: KAYAK CHEWING TOBACCO****RESALE:**

ALL ITEMS ARE FOR CANTEEN RESALE. WHERE LISTED, ONLY BRAND NAME(S) SPECIFIED WILL BE ACCEPTED. NO BID WILL BE CONSIDERED WHERE BID IS FOR OTHER THAN BRAND NAME SPECIFIED. BIDS MUST BE QUOTED IN QUANTITY AND UNIT SPECIFIED. (R.S. 39:1651-1657)

**\*\*\*SPECIAL CONDITIONS REGARDING TOBACCO ITEMS\*\*\***

NOTWITHSTANDING THE PROVISIONS OF LSA R.S. 47:855 (EXEMPTING FROM STATE TOBACCO TAX ALL SMOKING AND CHEWING TOBACCO FOR ISSUE TO STATE INMATES), ALL TOBACCO PRODUCT ITEMS FURNISHED UNDER THIS CONTRACT SHALL BE SUBJECT TO ALL APPLICABLE TOBACCO TAXES.

ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST REMAIN IN COMPLIANCE WITH ALL APPLICABLE LOUISIANA STATE LAWS, INCLUDING THE REQUIREMENTS OF LSA R.S. 13:507 ET SEQ. (REQUIRING THAT ALL CIGARETTE AND ROLL-YOUR-OWN CIGARETTE TOBACCO BRANDS BE LISTED AS “APPROVED” ON THE BRAND NAME LIST MAINTAINED ON THE LOUISIANA ATTORNEY GENERAL’S WEBSITE, AT [www.ag.state.la.us](http://www.ag.state.la.us)).

IF AN ITEM TO BE FURNISHED UNDER THIS CONTRACT IS REMOVED FROM THE BRAND NAME LIST MAINTAINED BY THE LOUISIANA ATTORNEY GENERAL DURING THE DURATION OF THE CONTRACT PERIOD, THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL THE ITEM, AND THE ITEM WILL NOT BE CONSIDERED FOR SUBSEQUENT CONTRACT RENEWALS.

**PRICE ADJUSTMENTS:** THE PRICE BID SHALL REMAIN FIRM AND EFFECTIVE FOR THE DURATION OF THE CONTRACT PERIOD. PRICE ADJUSTMENTS MAY BE CONSIDERED FOR SUBSEQUENT CONTRACT RENEWALS. THE VENDOR MUST SUBMIT WRITTEN REQUESTS FOR PRICE ADJUSTMENTS SUPPORTED BY SUFFICIENT DOCUMENTATION FROM THE MANUFACTURER, AND BE SPECIFIED AS TO THE DOLLAR AMOUNT OF ADJUSTMENT, AND RECEIVED THIRTY (30) DAYS PRIOR TO CONTRACT ANNIVERSARY DATE. NO ADJUSTMENTS SHALL BE EFFECTIVE UNTIL APPROVED IN WRITING BY THE DEPARTMENT OF CORRECTIONS. THE STATE RESERVES THE RIGHT TO ACCEPT THE PRICE ADJUSTMENT OR REBID. ORDERS SHALL BE INVOICED AT THE CONTRACT PRICES IN EFFECT ON THE DATE OF THE AGENCY’S RELEASE ORDER. PRICE ADJUSTMENTS SHALL BE BASED ON THE CONSUMER PRICE INDEX (CPI), FOR SERIES ID CUUR000SEGA01, “CIGARETTES” AND SERIES ID CUUR0000SEGA02, “TOBACCO PRODUCTS OTHER THAN CIGARETTES” AS PUBLISHED BY THE U.S. DEPT. OF LABOR, BUREAU OF LABOR STATISTICS, WASHINGTON, D.C. THE BASE INDEX SHALL BE THE INDEX ANNOUNCED FOR THE MONTH IN WHICH THIS CONTRACT ORIGINATES.

PRICE ADJUSTMENTS (PERCENT CHANGES) SHALL BE CALCULATED BY APPLYING THE STANDARD CPI FORMULA TO THE BASE INDEX. PRICE ADJUSTMENTS FOR EACH SUBSEQUENT CONTRACT RENEWAL PERIOD WILL BE CALCULATED FROM THE BASE INDEX RE-ESTABLISHED AT THE TIME OF ANY PREVIOUSLY APPROVED PRICE ADJUSTMENT.

**ATTACHMENT A – SPECIAL TERMS AND CONDITIONS**

**RFx 3000006668: KAYAK CHEWING TOBACCO**

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ANY QUESTIONS, PLEASE CONTACT BUYER AT THE OFFICE OF STATE PROCUREMENT IMMEDIATELY.

STATE PROCUREMENT OFFICER: KATHLEEN DORING, PHONE: 225-342-5522,

EMAIL: KATHLEEN.DORING@LA.GOV